IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.2546 OF 2007
IN
SUIT NO.668 OF 1995

M/s.Cazi Exports Pvt.Ltd. ...Plaintiffs

V/s.

Union of India & Ors. ...Defendants

.....

Mr.Vivek Kantawala i/b Kantawala & Co. for Plaintiffs.

Mr.U.J.Makhija, Sr.Counsel with Ms.V.S.Bhalekar i/b Mulla & Mulla & Craigie Blunt & Caroe for Defendant No.5.

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CORAM: A.M.KHANWILKAR, J.

JULY 17, 2007.

P.C.

1. Heard Counsel for the parties.

2. Although this Motion is opposed by the Counsel for the Plaintiffs, for the reasons mentioned in the affidavit in support, in my opinion, being sufficient cause, in the interest of justice, the Defendant No.5 is entitled for leave in terms of prayer clauses (a) and (b) of the

Motion.

3. Accordingly, Motion is made absolute in terms of prayer clauses (a) and (b), on condition that the Defendant No.5 pays cost quantified at Rs.5,000/- (Rupees Five Thousand) to the Plaintiffs within two weeks from today.

4. Written Statement tendered by Defendant No.5 is taken on record.

A.M.KHANWILKAR, J.